



## BELLSOUTH'S RESOLUTION OF FCC CONCERNS

### Checklist Item 2: Access to Unbundled Network Elements.

1. *BellSouth has not demonstrated that new entrants may obtain and recombine network elements pursuant to its collocation offering; BellSouth's Statement of Generally Available Terms and Conditions lacks crucial details about network combinations (SC Order ¶¶ 197, 198, 202).*

BellSouth makes the following UNE combinations available to CLECs: (1) loop and cross-connect; (2) port and cross-connect; (3) port and cross-connect and common transport; (4) loop distribution and NID; (5) loops with loop concentration and cross-connect; (6) loop and NID. In order to combine other network elements in their collocation spaces, CLECs will use the same types of cross-connections that BellSouth uses in its network. In order to speed and simplify the process, BellSouth allows a CLEC to pre-wire its distribution frame, thus avoiding any need to coordinate customer cutovers with BellSouth or to crowd the distribution frame with more than one technician. BellSouth has offered additional details about its state-approved terms and conditions by augmenting the technical materials it provides to CLECs. These materials provide CLECs with the specific details they need to combine network elements. BellSouth's collocation pricing policies are set out in its SGAT and have been approved by the Louisiana PSC. To allow CLECs to estimate the costs of various customized collocation arrangements, BellSouth provides interested CLECs with appropriately redacted records regarding past Louisiana collocation work (Milner Aff. ¶ 25; Tipton Aff. ¶ 20; Varner Aff. ¶ 68; SGAT Attach. A at 11-13).

2. *BellSouth's SGAT does not commit BellSouth to any particular interval for entertaining and implementing requests for collocation (SC Order ¶ 202).*

BellSouth has committed to standard intervals for answering and implementing requests for collocation (Tipton Aff. ¶¶ 21-27 & Ex. PAT-1 § 3.5 (Collocation Handbook)).

3. *BellSouth[] fail[s] to demonstrate that it is in fact offering collocation in a timely manner (SC Order ¶ 203).*

In Louisiana, BellSouth's average collocation installation interval has been 117 days. BellSouth has committed to installation intervals that ensure CLECs continued access to timely collocation (Tipton Aff. ¶ 27; Milner Aff. Ex. WKM-2).

4. *BellSouth has failed to provide sufficient information on whether its physical collocation costs, as contained in the SGAT, are "just, reasonable, and nondiscriminatory (SC Order ¶ 204)."*

BellSouth's monthly recurring charges for floor space (calculated by square foot), power (calculated by amperage), and cross-connects, as well as the non-recurring charges for physical collocation, have been approved by the Louisiana PSC. For customized aspects of collocation that are priced on an individual case basis ("ICB"), BellSouth provides interested CLECs with appropriately redacted records of past Louisiana ICB-priced collocation work. BellSouth's rates for virtual collocation are set out in its SGAT (Tipton Aff. ¶ 20; SGAT Attach. A at 12-13).

5. *BellSouth's application is ambiguous as to whether it makes available virtual collocation for the purpose of combining network elements (SC Order ¶ 207).*

BellSouth provides interested CLECs with virtual collocation for the purpose of combining network elements (Tipton Aff. ¶¶ 5, 14-17, 23).

6. *We emphasize that BellSouth is obligated to charge cost-based rates for UNEs, even if they replicate a BellSouth service when combined (SC Order ¶ 211).*

Unbundled network elements are available at cost-based rates established by the Louisiana PSC. BellSouth is not required to provide pre-assembled combinations of network elements at cost-based rates (*Iowa Utils Bd. v. FCC*, 120 F.3d 753 (8th Cir. 1997), cert. granted sub nom., AT&T v. Iowa Utils. Bd., 118 S. Ct. 879 (1998); see also *Iowa Utils. Bd. v. FCC*, 135 F.3d 535 (8th Cir. 1998), petition for cert. pending, No. 97-1519; Varner Aff. ¶¶ 26, 67-69, 74).

#### **Checklist Item 14: Resale.**

7. *BellSouth fails to comply with item fourteen of the competitive checklist by refusing to offer CSAs at a wholesale discount (SC Order ¶¶ 215-224; LA Order ¶¶ 63-69).*

BellSouth's CSAs are available for resale in Louisiana at the state-approved wholesale discount, under the same terms and conditions offered to BellSouth end users (Varner Aff. ¶ 202).

8. *We request that BOCs provide information justifying the level of cancellation or transfer fees [when a new entrant seeks to resell the CSA contract] in future applications (SC Order ¶ 222).*

If a reseller assumes all of the terms and conditions of a CSA, termination charges will not apply upon transfer of the CSA to a reseller (Varner Aff. ¶ 202).

#### **Operations Support Systems.**

9. *[T]he majority of orders submitted by competing carriers via the EDI interface do not mechanically flow through BellSouth's systems. Instead these orders are rejected by BellSouth's systems and then require human intervention from BellSouth representatives for resolution (SC Order ¶ 105, LA Order ¶¶ 24-25).*

After adjusting for CLEC errors that necessitated manual intervention, 82 percent of CLEC orders flowed through BellSouth's systems without any human intervention in May 1998. BellSouth's combined retail flow-through during this period was approximately 89 percent (Stacy OSS Aff. ¶ 121 & Ex. WNS-2).

10. *BellSouth does not notify competing carriers electronically that an order has been rejected. BellSouth's manual return of order rejection notices has contributed to competing carriers' error rates (SC Order ¶¶ 106, 112, 114; LA Order ¶¶ 26-27).*

Electronic reject notification was implemented with EDI Version 7.0 on March 16, 1998 (Stacy OSS Aff. ¶ 127).

11. *Evidence on the record indicates that BellSouth's service centers were inefficient and had inadequately trained employees (LA Order ¶¶ 26, 28).*

Since BellSouth filed its initial application with the FCC in November 1997, BellSouth's service centers have successfully processed 680,247 service orders for CLECs without any significant backlogs or delays (Funderburg Aff. ¶ 4).

12. *BellSouth does not provide credible evidence or explanation to substantiate its conclusions regarding the causes [errors caused by new entrants in submitting orders] of order errors (SC Order ¶ 108, LA Order ¶ 29).*

Detailed analysis of error causes is provided in BellSouth's Service Quality Measurements (Stacy Performance Aff. Ex. WNS-2).

13. *We find that the evidence reasonably supports a conclusion that some of the competing carriers' errors were caused by BellSouth's failure to provide business rules and other pertinent information (SC Order ¶¶ 110-111, LA Order ¶ 29).*

All CLECs utilizing BellSouth's OSS interfaces have been provided with a complete set of business rules used by BellSouth in processing CLEC orders. Copies of these rules are available in the Local Exchange Ordering Implementation ("LEO") Guide and on the Internet at BellSouth's Internet site. Detailed analysis is provided in BellSouth's Service Quality Measurements (Stacy OSS Aff. ¶¶ 104-105 & Exs. WNS-21, 22, WNS-CD-2).

14. *BellSouth has not provided the information that would allow a new entrant to integrate BellSouth's pre-ordering and ordering interfaces (SC Order ¶ 112).*

Complete CGI specifications have been provided to interested CLECs. Third party development has proven CGI-LENS and EDI-PC integration. As of June 29, 1998, a CLEC has made over 17,000 queries for customer service records using CGI. EC-LITE is available as well (Stacy OSS Aff. ¶¶ 23, 110-113 & Ex. WNS-CD-1; Stacy Performance Aff. Ex. WNS-2).

15. *[T]he PC-EDI software BellSouth provides to competing carriers does not provide adequate capability to check for errors before the order is submitted to BellSouth (SC Order ¶ 113).*

Additional edits were added to EDI-PC in Version 7.0 on March 16, 1998 (Stacy Performance Aff. Ex. WNS-2).

16. *BellSouth's manual provision of order rejection notices to competing carriers via facsimile is not equivalent access to that which BellSouth provides its retail operations [on-line editing] (SC Order ¶¶ 103, 116, 120; LA Order ¶¶ 27, 30, 33, 34).*

Electronic reject notifications were implemented with EDI Version 7.0 on March 16, 1998 (Stacy OSS Aff. ¶ 127; Stacy Performance Aff. Ex. WNS-2).

17. *[T]he evidence indicates that BellSouth does not provide competing carriers with the [order error and rejection] notices in a timely manner (SC Order ¶ 103; LA Order ¶¶ 27, 33, 40).*

Detailed analysis is provided in BellSouth's Service Quality Measurements (Stacy Performance Aff. Ex. WNS-2).

18. *Because BellSouth has not provided us information on how long it takes its own representatives to receive notices of errors, we cannot determine from this record what the appropriate time would be for BellSouth's provision of order rejection notices to competing carriers to demonstrate parity (SC Order ¶ 118; LA Order ¶¶ 33, 40).*

Detailed analysis is provided in BellSouth's Service Quality Measurements (Stacy Performance Aff. Ex. WNS-2).

19. *[R]ejection notices do not contain codes clearly identifying the nature of errors (SC Order ¶ 119).*

BellSouth has created a standard set of error messages that will be transmitted electronically to CLECs via EDI or LENS (Stacy OSS Aff. ¶¶ 125, 127 & Ex. WNS-45).

20. *BellSouth is not providing firm order confirmation (FOC) notices on a timely basis (SC Order ¶¶ 103, 115-116, 122, 126; LA Order ¶¶ 30, 37-38).*

They are timely returned to CLECs; for example, in May 1998 a FOC was returned within 24 hours 93 percent of the time for accurate business resale orders and 99 percent of the time for accurate residential orders submitted electronically (Stacy Performance Aff. Exs. WNS-2, WNS-3 (May 1998: Firm Order Confirmation Timeliness)).

21. *BellSouth has not provided any evidence to demonstrate that it is providing nondiscriminatory access because its application does not provide data on the timeliness of its delivery of FOC notices to competing carriers, or how long it takes to provide the equivalent information to its retail operations (SC Order ¶¶ 123, 125; LA Order ¶¶ 36, 38).*

FOC interval data are delivered as part of BellSouth's Service Quality Measurements. BellSouth does not generate FOCs for its retail units (Stacy Performance Aff. ¶ 129 & Exs. WNS-2, WNS-3).

22. *We are concerned that BellSouth has not included orders that require manual processing in its data on the return of FOC notices to competing carriers (SC Order ¶ 129).*

BellSouth provides data on the percentage of non-mechanized Local Service Requests delivered within the proper time frame for all CLECs, individually and in aggregated form (Stacy Performance Aff. Ex. WNS-1 at 6, 8).

23. *Evidence in the record shows that BellSouth is not providing order jeopardy notices to competing carriers when the due date cannot be met because of delays caused by BellSouth (SC Order ¶¶ 116, 131; LA Order ¶¶ 39, 40).*

BellSouth provides jeopardy notices to CLECs for BellSouth-caused jeopardies, whether the CLEC used an electronic or manual process (Stacy Performance Aff. ¶ 5 & Ex. WNS-1 at 14).

24. *BellSouth must demonstrate that its OSS functions for ordering and provisioning of UNEs, as well as for resale, comply with the nondiscrimination requirements of the Act. For those OSS functions that have no retail analog, such as ordering and provisioning of UNEs, a BOC must demonstrate that the access it provides to competing carriers offers an efficient competitor a meaningful opportunity to compete (SC Order ¶ 141).*

BellSouth's Service Quality Measurements provide data on ordering and provisioning of UNEs (Stacy Performance Aff. Ex. WNS-3).

25. *We expect that, in any future application, BellSouth will provide a detailed explanation of the actions it has undertaken, as of the date of filing, to transition to an automated process, and will demonstrate that it is able to process orders for and provision UNEs in a timely and accurate manner at both current and projected levels of demand from competing carriers (SC Order ¶¶ 143, 146).*

Electronic ordering with electronic service order generation for loops, ports, interim number portability (INP) and various UNE combinations have been available since October, 1997. Data for ordering and provisioning UNEs are presented in the Service Quality Measurements (Stacy OSS Aff. ¶ 118; Stacy Performance Aff. Exs. WNS-2, WNS-3).

26. *BellSouth has prevented competing carriers from connecting LENS electronically to their OSS and to the EDI ordering interface (SC Order ¶¶ 151, 152; LA Order ¶¶ 48, 49).*

Three integratable interfaces (CGI, EC-Lite, and EDI) are available to CLECs (Stacy OSS Aff. ¶¶ 21, 108-110).

27. *BellSouth has impeded competing carriers' efforts to connect LENS electronically to their OSS and to the EDI ordering interface by not providing competing carriers with the necessary technical specifications and by modifying the types of data provided through the LENS interface (SC Order ¶¶ 155, 161; LA Order ¶¶ 49, 55).*

Updated CGI specifications were provided on December 15, 1997 and these specifications were further updated with the release of EDI Version 7.0 on March 16, 1998. Integration has been accomplished by an outside vendor. Also, as of June 29, 1998, at least one CLEC had made over 17,000 queries for customer service records using CGI (Stacy OSS Aff. ¶¶ 23, 82, 110-113; Stacy Performance Aff. Ex. WNS-2).

28. *BellSouth does not provide equivalent access to due dates for service installation (SC Order ¶¶ 151, 167; LA Order ¶¶ 48, 56).*

While EC-LITE, CGI, and LENS do not provide CLECs electronic access to due date information for all products and services, such as complex services, BellSouth's retail operations

have no greater electronic access to due date information. The due dates for the majority of CLEC orders are determined by standard "business rules" that are set out in industry letters and the BellSouth Standard Interval Guide. These due dates are established using the same rules for retail and CLEC orders (Stacy OSS Aff. ¶¶ 51, 56, 141).

29. *Because of the delays in the processing of their orders, new entrants cannot be confident that the due date actually provided after the order is processed will be the same date that the new entrants promised their customers at the preordering stage based on the information obtained from LENS (SC Order ¶¶ 167-169; LA Order ¶ 57).*

BST provided LEO, LESOG, and SOER rules to CLECs on January 31, 1998. All rules for EDI Version 7.0 were also provided, including provisioning intervals upon which due dates are based. LENS and EC-Lite access the same database for due date information as BellSouth's retail systems. Electronic reject notification was implemented with the release of EDI Version 7.0 on March 16, 1998 (Stacy OSS Aff. ¶¶ 105, 127; Stacy Performance Aff. Ex. WNS-2).

30. *We need not decide whether the method of calculating due dates in LENS is discriminatory . . . we discuss the issue to highlight our concerns and provide guidance for future applications . . . it is reasonable to assume that these extra steps have some impact on competing carriers (SC Order ¶¶ 167, 170-173).*

Due date information is provided through LENS, CGI, and EC-LITE. Rules for the CLECs to incorporate calculations similar to RNS in their systems have been provided. Third party testing has shown that, using the information provided by BellSouth, CLECs can integrate their systems with BellSouth's, incorporate up-front due date calculators and promotional information, and successfully parse customer service record information (Stacy OSS Aff. ¶¶ 50-55, 60, 111 & Ex. WNS-19).

31. *We are concerned about evidence in the record that the due date calculation provided in the firm order mode of LENS is not accurate for some order types (SC Order ¶ 173).*

The problem was corrected in November 1997 (Stacy Performance Aff. Ex. WNS-2).

32. *If BellSouth does not remove this limit [quantity of numbers a competing carrier can reserve] we will examine carefully any complaints about access to telephone numbers in future BellSouth applications (SC Order ¶¶ 177-179).*

There is now no limit on the quantity of numbers that a CLEC may keep on reserve at any given time (Stacy OSS Aff. ¶ 38).

33. *We encourage BellSouth to continue working with competing carriers to ensure that LENS has adequate capacity to handle current, and reasonably foreseeable demand volumes (SC Order ¶¶ 180-181).*

The "lock up" problem of concern to the FCC was fixed with the December 12, 1997 software release. LENS volume testing has continued. Support for 300 users is in production and additional capability is available (Stacy Performance Aff. Ex. WNS-2).

### **Performance Measurements.**

34. *"Percentage of provisioning appointments met" and "service order intervals" are not sufficient to demonstrate parity (SC Order ¶¶ 133-134; LA Order ¶¶ 42, 43).*

Current data, set out in Service Quality Measurements, demonstrate parity (Stacy Performance Aff. Ex. WNS-3).

35. *We believe that a far more meaningful measure of parity is one that measures the interval from when BellSouth first receives an order to when service is installed (SC Order ¶ 137; LA Order ¶¶ 41, 44).*

The actual completion interval is determined for each order processed during the reporting period. The completion interval is the elapsed time from BST receipt of a syntactically correct order from the CLEC to BST's actual order completion date. Elapsed time for each order is accumulated for each reporting dimension. The accumulated time for each reporting dimension is then divided by the associated total number of orders completed within the reporting period (Stacy Performance Aff. Ex. WNS-1 at 9).

36. *BellSouth[] fail[s] to provide any data on the processing of manual orders (LA Order ¶ 28).*

BellSouth's Service Quality Measurements now provide data on the processing of manual orders (Stacy Performance Aff. Exs. WNS-2-3).

37. *We also expect BellSouth to provide data that will permit us to determine the average interval from when BellSouth first receives an order to when BellSouth sends an order completion notice to the competing carrier. There should not be a material difference in time between the actual installation of service and the competing carrier's receipt of an order completion notice (SC Order ¶ 139).*

Service Quality Measurements provide data in the format agreed to by the Department of Justice (Stacy Performance Aff. Ex. WNS-2).





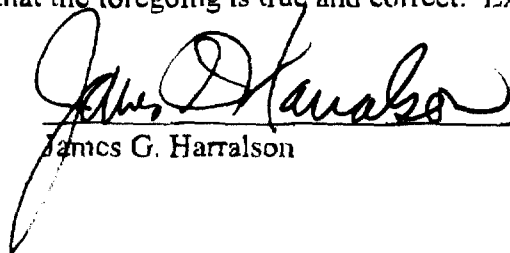
**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Second Application by BellSouth Corporation,	)	
BellSouth Telecommunications, Inc., and	)	
BellSouth Long Distance, Inc., for	)	CC Docket No. _____
Provision of In-Region, InterLATA	)	
Services in Louisiana	)	

**DECLARATION AND VERIFICATION OF JAMES G. HARRALSON AND ANTI-  
DRUG ABUSE ACT CERTIFICATION OF BELL SOUTH CORPORATION**

1. I, James G. Harralson, am Vice President and General Counsel of BellSouth Long Distance, Inc. I am authorized to make this declaration on behalf of BellSouth Corporation.
2. I have reviewed the foregoing Brief in Support of Second Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, and the materials filed in support of thereof.
3. The information contained in the application has been provided by persons with knowledge thereof. All information supplied in the application is true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry.
4. I further certify that BellSouth Corporation is not subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853a.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 7, 1998.

  
James G. Harralson

Before the  
**FEDERAL COMMUNICATIONS COMMISSION**  
Washington, D.C. 20554

In the Matter of )  
 )  
Second Application by BellSouth Corporation, )  
BellSouth Telecommunications, Inc., and ) CC Docket No. \_\_\_\_\_  
BellSouth Long Distance, Inc., for )  
Provision of In-Region, InterLATA )  
Services in Louisiana )

**DECLARATION AND VERIFICATION OF STEPHEN M. KLIMACEK  
AND ANTI-DRUG ABUSE ACT CERTIFICATION OF BELL SOUTH  
TELECOMMUNICATIONS, INC.**

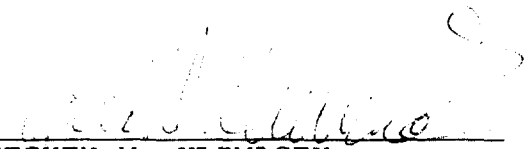
1. I, Stephen M. Klimacek, am a General Attorney at BellSouth Telecommunications, Inc. I am authorized to make this declaration on behalf of BellSouth Telecommunications.

2. I have reviewed the foregoing Brief in Support of the Second Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc. for provision of In-Region, InterLATA Services in Louisiana, and the materials filed in support thereof.

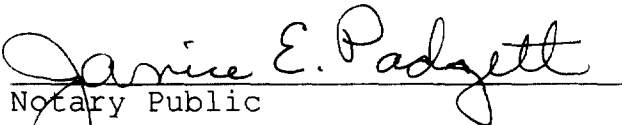
3. The information contained in the application has been provided by persons with knowledge thereof. All information supplied in the application is true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry.

4. I further certify that BellSouth Telecommunications, Inc. is not subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853a.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 7, 1998.

  
STEPHEN M. KLIMACEK

Sworn to and subscribed before me  
this 7 day of July,  
1998.

  
Notary Public

**Notary Public, Gwinnett County, GA**  
**My Commission Expires Feb. 18, 2000**

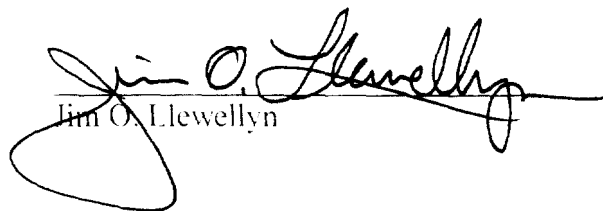
**Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554**

In the Matter of	)	
	)	
Second Application by BellSouth Corporation,	)	
BellSouth Telecommunications, Inc., and	)	
BellSouth Long Distance, Inc., for	)	CC Docket No. _____
Provision of In-Region, InterLATA	)	
Services in Louisiana	)	

**DECLARATION AND VERIFICATION OF JIM O. LLEWELLYN AND ANTI-DRUG  
ABUSE ACT CERTIFICATION OF BELL SOUTH CORPORATION**

1. I, Jim O. Llewellyn, am a General Attorney at BellSouth Corporation. I am authorized to make this declaration on behalf of BellSouth Corporation.
2. I have reviewed the foregoing Brief in Support of Second Application by BellSouth Corporation, BellSouth Telecommunications, Inc., and BellSouth Long Distance, Inc., for Provision of In-Region, InterLATA Services in Louisiana, and the materials filed in support of thereof.
3. The information contained in the application has been provided by persons with knowledge thereof. All information supplied in the application is true and accurate to the best of my knowledge, information, and belief formed after reasonable inquiry.
4. I further certify that BellSouth Corporation is not subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 853a.

I declare under penalty of perjury that the foregoing is true and correct. Executed on July 7, 1998.

  
Jim O. Llewellyn

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